

March 23, 2020

### **NOTICE TO CONTRACTORS**

Sealed bids will be received by the South Dakota Department of Transportation until **1:30 pm, Tuesday April 7, 2020** at which time they will be opened for the following project(s):

<b>Project Number</b>	<b>PCN</b>	<b>County</b>	<b>Type of Work</b>	<b>Area Engineer</b>
0009-169		Huron Area	Pickup and Dispose of Roadkill Deer	Brad Letcher (605-353-7140)

Should you have questions you are encouraged to contact Area Engineer listed for the project.

### **AVAILABILITY OF PLANS AND PROPOSALS:**

Specifications and proposal forms are available at the Aberdeen Regional Office and at the following website: <https://apps.sd.gov/HC65BidLetting/RegionDefault.aspx>

The DOT-123 form provided within the proposal document is for information only. Do not use for bidding purposes. Bids submitted on the enclosed DOT-123 form will be considered void and will not be accepted by the department. Please email the Aberdeen Region office for the DOT-123 form that can be used for bidding purposes to the following:

[Scott.Schneider@state.sd.us](mailto:Scott.Schneider@state.sd.us) and [Michael.Welch@state.sd.us](mailto:Michael.Welch@state.sd.us)

The email request for the DOT-123 form shall include the following information, so that the SDDOT can maintain a list of prospective bidders for this project and to maintain a contact list for future region lettings:

**Company Name**  
**Mailing Address**  
**Phone Number**

Addendums, if any, will be made available on-line at the above website, no later than **48 hours** prior to opening bids. It will be the Contractor's responsibility to check for addendums prior to submitting bids.

### **CONTENT OF BIDS:**

Returned Bids shall include the following ORIGINAL SIGNATURE items all signed in ink:

1. A notarized Contract Proposal (DOT-123). Non-signature items shall be typed or completed in ink.

Bids shall be in sealed envelopes and clearly marked on the outside with the words "BID ENCLOSED" and the letting to which the bid applies. Proposals faxed to the office will not be accepted.

<i>If hand delivering or using a package delivery service, address the envelope:</i>	<i>If using the US Postal Service, address the envelope:</i>
<b>Mark Peterson, Region Engineer</b> <b>Department of Transportation</b> <b>2735 West Highway 12</b> <b>Aberdeen, SD 57401</b>	<b>Mark Peterson, Region Engineer</b> <b>Department of Transportation</b> <b>P.O. Box 1767</b> <b>Aberdeen, SD 57402-1767</b>

Bidders will be required to fill out the blank spaces in the proposal form correctly. The bidder must fill in a unit price for each bid item shown on the proposal form. Bidders will also be required to carry out extensions and determine the "Total or Gross Sum Bid" as indicated in the proposal. The total of any proposal, as determined by the bidder, will be used only for a comparison when bids are publicly opened and read, and any errors noted in extensions or totals will be corrected to determine the "Total or Gross Sum Bid" of any proposal.

Failure to properly carry out any of the above requirements is deemed as sufficient reason to reject any proposal.

**BONDING & INSURANCE:**

A **bid bond** will not be required.

A **performance bond** will not be required.

**The Contractor, by signing and submitting a bid or proposal, agrees to provide services in compliance with the Americans with Disabilities Act of 1990.**

The Department of Transportation reserves the right to reject any and all bids.

Sincerely,

DEPARTMENT OF TRANSPORTATION

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Mark Peterson  
Aberdeen Region Engineer

cc:  
T. Ondricek  
J. Hansen  
[B. Letcher](#)  
File

**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION  
CONTRACT PROPOSAL**

DOT-123  
July 2018  
1 of 1

CODE	PROJECT			MAINT UNIT	CONTROL REFERENCE	AFE	FUNCTION	BEGIN MRM	END MRM
	PRE	ROUTE	AGR						
	0009			9			0		

CITY AND/OR COUNTY: Huron Area JUDGE SOURCE: Contract Main

REGION MATERIALS CERTIFICATION REQUIRED:  YES  NO WIP #: \_\_\_\_\_  
 CERTIFIED INSPECTORS/TESTERS REQUIRED:  YES  NO  
 TO BE INSTALLED ON CM&P:  YES  NO

TYPE, PURPOSE AND LOCATION OF WORK: Contract pickup of road-killed deer on various routes in the Huron Area as per the attached contract provisions.

**information only.**

BID ITEM NUMBER	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
910E0400	Pickup and Dispose of Road Kill Deer, State Highway	1400	Each		
<b>TOTAL</b>					

**CONTRACTOR'S PROPOSAL STATEMENT**

The undersigned agrees to offer the labor and material in the quantities, at the unit price, for the purpose, in the place, and in accordance with attached provisions. The Contractor will provide services in compliance with the Americans with Disabilities Act of 1990 and any amendments.

SUBSTANTIAL COMPLETION DATE: N/A PROPOSED START DATE: April 13, 2020  
 FIELD WORK COMPLETION DATE: June 30, 2021 SIGNATURE: \_\_\_\_\_  
 SUBSCRIBED AND SWORN TO BEFORE ME THE \_\_\_\_\_ PRINTED NAME: \_\_\_\_\_  
 DAY OF \_\_\_\_\_, 20\_\_ COMPANY: \_\_\_\_\_  
 NOTARY \_\_\_\_\_ STR. ADDRESS: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_ CITY, STATE, ZIP: \_\_\_\_\_  
 DATE \_\_\_\_\_ (SEAL) FEDERAL TAX ID NUMBER \_\_\_\_\_

**Do not use for bidding purposes.**

**TO BE FILLED OUT BY STATE PERSONNEL:**

RECOMMENDED FOR APPROVAL:

_____	CONSTRUCTION & MAINTENANCE ENGINEER	DATE _____
_____	AREA / REGION / OPS ENGINEER	DATE _____
_____	DIRECTOR OF OPERATIONS	DATE _____
_____	OPERATIONAL SERVICES ANALYST	DATE _____

ACCEPTED BY SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

NAME _____	TITLE _____	DATE _____
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IF FEDERAL FUNDS WILL BE EXPENDED UNDER THIS AGREEMENT, ACCEPTANCE BY PROJECT DEVELOPMENT IS REQUIRED

PROJECT DEVELOPMENT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

## **ROAD-KILLED DEER PICKUP AND DISPOSAL REQUIRED CONTRACT PROVISIONS**

1. The Contractor will provide services as defined and described in this Agreement with the State of South Dakota, acting by and through its Department of Transportation Huron Area Office, referred to in this Agreement as the "SDDOT." The location(s) or highway(s) for the services provided is/are shown on attached maps.
2. The Contractor will provide to the SDDOT a contact person's name, email address, and phone number equipped with voice mail service.
3. The Contractor will telephone the SDDOT Huron Area Office, (605) 353-7140, not less than once each week, Monday through Friday, between the hours of 8:00 AM to 5:00 PM, for locations of road-killed deer.
4. The Contractor will pick up road-killed deer not less than one day each week, at the beginning of the work week. During times of frequent road-killed deer (winter, spring, and fall), the Contractor will have additional late week pick-ups of road-killed deer.
5. All routes designated on the map must be inspected for deer at least once per week. **All** deer found along the routes, whether flagged or not, must be picked up.
6. The South Dakota Department of Game, Fish & Parks and the SDDOT will communicate to the Contractor the location of known road-killed deer, including the highway number, county, milepost (MRM), or, in the alternative, an otherwise adequate description of the location.
7. The SDDOT will pay the Contractor in monthly installments based on the contract unit price bid per each deer promptly picked up and properly disposed of. Payment will be made pursuant to monthly summaries generated by the uploaded submissions to the SD Roadkill Collection Application completed by the Contractor.
8. The Contractor will retrieve and return to the SDDOT Huron Area Shop, the plastic flags used by the state agencies to mark road-killed deer locations.
9. In addition to the road-killed deer reported to the Contractor, the Contractor will pick up **all** road-killed deer located within public highway right of way on routes identified on the attached map and which become known to the Contractor. The Contractor will notify the SDDOT of the pick-up of these additional road-killed deer.
10. The Contractor will notify and advise the SDDOT if circumstances occur that may delay performing services under this Agreement. The Contractor will work with the SDDOT to resolve any problems.
11. The Contractor will advise the SDDOT within twenty-four (24) hours of the discovery of any unsafe condition at any location that prevents the Contractor from reasonably accomplishing the services under this Agreement.
12. The Contractor will use the SDDOT- approved SD Roadkill Collection Application to report each road-killed animal picked up from the road right of way at the time of pick-up. The SD Roadkill Collection Application system requires a mobile device with an Android or iOS operating system which the Contractor must provide.
13. The SDDOT will provide, at no cost to the Contractor, the Android or iOS SD Roadkill Collection Application for recording road-kill pick-ups.
14. The SDDOT will provide the Contractor training and technical support for the SD Roadkill Collection Application.

15. The Contractor will dispatch a properly equipped vehicle with a qualified driver possessing a valid driver's license to pick up road-killed animals.
16. The Contractor will operate a SDDOT-approved amber warning light, strobe, or rotating light on the upper rear or cab of each vehicle when picking up road-killed animals under this Agreement.
17. While working in the highway right of way, the Contractor and the Contractor's employees and agents will wear safety vests that meet or exceed the performance requirements of ANSI-107-2015 Class 2, American National Standard for High-Visibility Safety Apparel and Accessories.
18. The SDDOT will provide the Contractor two (2) magnetic signs that indicate the purpose of the work.
19. The Contractor will clearly display a SDDOT-provided magnetic sign on each side of the vehicle while collecting road-killed animals. The Contractor will return the magnetic signs to the SDDOT at the end of the Agreement term. If the signs are not returned or are returned damaged, the Contractor will replace them at no cost to the SDDOT.
20. The Contractor will park the Contractor's vehicle on the shoulder of the roadway or on a field approach to keep all traffic lanes open. The Contractor may park the Contractor's vehicle in the median or ditch only if damage to the right of way will not occur.
21. The Contractor must properly dispose of the entire carcass including antlers, meat, or skin. The Contractor will not harvest any part or parts from any road-killed animal. No deer or parts thereof may be sold, bartered, or traded.
22. The Contractor will dispose of all animal carcasses in accordance with all state laws, regulations, and county and city ordinances. It is the responsibility of the Contractor to verify with the landfills prior to bidding whether they will accept the carcasses and whether fees will apply. The Contractor should contact the South Dakota Animal Industry Board for information pertaining to disposal of animal carcasses on private property. Any questions concerning this matter may be directed to the South Dakota Game, Fish and Parks. The Contractor will provide the SDDOT with a written statement including how and where disposal of the deer is being completed.
23. The SDDOT will provide a contact person and telephone number to the Contractor for payment questions or issues.
24. If a special pick-up of road-killed animals is required, the SDDOT will communicate to the Contractor the locations, including the highway number, county, mileage reference marker (MRM), or another adequate location description.
25. The Contractor will provide services in compliance with the Americans with Disabilities Act of 1990 and any amendments.
26. This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and be signed by an authorized representative of each of the parties to this Agreement.

27. This Agreement may be terminated upon thirty (30) days' written notice by either party. If the Contractor breaches any of the terms or conditions of this Agreement, this Agreement may be terminated by the SDDOT at any time with or without notice. If termination for such a default is effected by the SDDOT, any payments due to the Contractor at the time of termination may be adjusted to cover any additional costs to the SDDOT due to the Contractor's default. Upon termination, the SDDOT may take over the work and may award another party an agreement to complete the work under this Agreement. If after the SDDOT terminates for a default by the Contractor it is determined that the Contractor was not at fault, the Contractor will be paid for eligible services rendered and expenses incurred up to the date of termination.
28. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If, for any reason, the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement may be immediately terminated by the SDDOT. Termination for any of these reasons is not a default by the SDDOT nor does it give rise to a claim against the SDDOT.
29. While performing services under this Agreement, the Contractor is an independent contractor and not an officer, agent, or employee of the SDDOT.

No employee of the Contractor engaged in the performance of services required under this Agreement will be considered an employee of the SDDOT. No claim under the South Dakota Workers' Compensation Act on behalf of said employee or other person while so engaged and no claim made by any third party as a consequence of any act or omission of the part of the work or service provided or to be rendered under this Agreement by the Contractor will be the SDDOT'S obligation or responsibility.

30. The Contractor will comply with all federal, state, and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The Contractor will procure all licenses, permits, or other rights necessary for the fulfillment of its obligations under this Agreement.
31. The Contractor will indemnify the SDDOT, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services under this Agreement. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the SDDOT, its officers, agents, or employees.
32. Before the Contractor begins providing service, the Contractor will be required to furnish the SDDOT the following certificates of insurance and assure that the insurance is in effect for the life of this Agreement:
  - A. The Contractor will maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it will apply separately to this Agreement or be no less than \$2,00,000.00.
  - B. The Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than \$500,000.00 for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.
  - C. The Contractor will procure and maintain workers' compensation coverage as required by South Dakota law.

33. The Contractor will report to the SDDOT any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject the Contractor, the SDDOT, or the SDDOT'S officers, agents, or employees to liability. The Contractor will report any such event to the SDDOT immediately upon discovery.
34. The Contractor's obligation under this section will only be to report the occurrence of any event to the SDDOT and to make any other report provided for by the Contractor's duties or applicable law. The Contractor's obligation to report will not require disclosure of any information subject to privilege or confidentiality under law (such as attorney-client communications). Reporting to the SDDOT under this section will not excuse or satisfy any obligation of the Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.
35. If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.
36. All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and, except as specifically provided in this Agreement, this Agreement constitutes the entire agreement with respect to the subject matter.
37. This Agreement will be governed by and construed in the accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
38. This Agreement will begin April 13, 2020, and end June 30, 2021, unless terminated earlier pursuant to the terms and conditions of this Agreement. This Agreement may be renewed annually for up to four (4) years by CCO if all parties are in agreement.

# HURON AREA MAP

